

## RIDER 6A

1.06(f) Notwithstanding anything in this Mortgage to the contrary, Noteholder hereby agrees to make the proceeds of insurance and the condemnation award (to the extent such proceeds or award do not exceed \$500,000.00) available to the Borrower for restoration or replacement upon the following conditions:

(i) The Borrower shall deliver to the Noteholder within (a) one hundred twenty (120) days following any such loss of damage for destruction or, if such loss, damage for destruction is covered in whole or in part by insurance, within sixty (60) days following adjustment of claims, and (b) within sixty (60) days following payment of any condemnation award in the event of a taking in condemnation, firm price contracts and, at Noteholder's option, payment and performance bonds, in form and substance and with contractors and bonding companies reasonably satisfactory to the Noteholder, together with the difference, if any, between the insurance proceeds or the condemnation award, as the case may be, and the sum of the contract price plus all costs and charges related to the repair or restoration. Provided the Borrower shall have complied with the foregoing provisions of this paragraph, the Noteholder shall pay to Borrower the costs of reconstruction and repair out of such insurance proceeds or condemnation award and deposits by the Borrower, against monthly certificates of an authorized representative of the Borrower, and/or at the election of the Noteholder, of an authorized representative of the Noteholder who may be an employee of the Noteholder or an independent architect or engineer whose fees (in the case of an independent architect or engineer) and reasonable expenses shall be payable by the Borrower as to the costs of such work, and the material by the Borrower as to the costs of such work, and the material delivered to the site during the month preceding the date of such certificates, and against such mechanic's lien waivers as Noteholder at its option may require, to the extent same are available. If an independent architect or engineer shall have been retained by the Noteholder, then following completion of the repair or reconstruction work, such architect or engineer shall certify that such repair or reconstruction work has been completed substantially in accordance with the plans and specifications which shall have been approved in writing by the Noteholder, and the Borrower shall obtain all required governmental approval(s) (if any) necessary for the use and occupancy of THE PROPERTY as repaired or reconstructed.

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